

Add-On

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 16 May 2006 Division: Growth Management
Bulk Item: Yes X No Department: Marine Resources
Staff Contact: George Garrett

AGENDA ITEM WORDING:

Approval of the most responsive Statement of Qualification, DRC Emergency Services, LLC., for the removal of lobster traps, canal debris, and abandoned vessels (marine debris) resulting from Hurricane Wilma and other storms during the 2005 Hurricane season. Approval of Contract Amendment between Monroe County and the firm of DRC, Emergency Services, LLC to remove marine debris the result of Hurricane Wilma and the 2005 hurricane season.

ITEM BACKGROUND:

The County began a process in November 2005 to use DRC, its disaster recover contractor, to remove marine debris (traps, canal debris, and vessels) resulting from storms in the 2005 hurricane season. In a concerted process over the past six months, FEMA has ultimately agreed to assist in payment for the removal of all types of marine debris, after being acknowledged as eligible by both the U.S. Department of Agriculture (NRCS) and the ACOE, but who then declined to take on the project. With the declination of each of these agencies, FEMA is free to step in and assist the County, per disaster recovery protocol. However, FEMA has raised a concern that the County's acceptance of DRC as the marine debris disaster recovery contractor had not been bid. Though the County attorney contended this point, staff agreed to send out a Request for Statements of Qualification on April 21st with responses due on May 4th. Staff received 3 responsive statements of qualification. The responses are attached. DRC was considered the most responsive based on a comparison of the company's stated qualifications and on their ability to be immediately responsive to the situation. Working with the County Attorney's Office, we agreed to amend the current DRC contract to reflect addition of the specific scope of work identified in the recent Request for Statements of Qualification. Unit costs are attached with the Scope of Work in the Contract Amendment, however total cost remains unknown pending additional site specific assessment. The location of trap concentrations is known, the precise location of all vessels is known, and the amount of marine debris is less well known as much has fallen to the bottom of canals, though general problem areas are known

PREVIOUS RELEVANT BOCC ACTION:

February 2002 -- Approval of 5 year contract with DRC

CONTRACT/AGREEMENT CHANGES:

Amendment to contract for Marine Debris

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: Upper Est. \$10,000,000 BUDGETED: Yes X No

COST TO COUNTY: Upper Est. \$1,250,000 (12.5 %) SOURCE OF FUNDS: FEMA / MC Disaster Recovery

REVENUE PRODUCING: Yes No X AMOUNT Per Month Year

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: TJ Symroski, Director of Growth Management 5/11/2-6 George Garrett

DOCUMENTATION: Included X Not Required

DISPOSITION: AGENDA ITEM NO.:

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: DRC Contract # _____

Effective Date: Immediate

Expiration Date: 2/13/2007

Contract Purpose/Description:
 Contract amendment between Monroe County and the firm of DRC for Disaster Response and Recovery Services specific to the removal of marine debris related to hurricane damage

Contract Manager: George Garrett 2507 Marine Resources / 11
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 5/16/2006 Agenda Deadline: Add-on

CONTRACT COSTS

Best Estimate *Best Estimate*

Total Dollar Value of Contract: \$ 12,000,000 Current Year Portion: \$ 12,000,000

Budgeted? Yes ☒ No ☐ Account Codes: - 0459105 -

Grant: \$ 10,500,000

County Match: \$ 1,500,000

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Risk Management	<u>5/12/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slane</u>	<u>5/12/06</u>
O.M.B./Purchasing	<u>5/12/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley Spruell</u>	<u>5/12/06</u>
County Attorney	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____

Comments: _____

**AMENDMENT TO AGREEMENT FOR SERVICES FOR
DISASTER RESPONSE AND RECOVERY SERVICES
CONTRACT DRC-01-C-110**

THIS AGREEMENT AMENDMENT is entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, hereafter the County, and DRC Emergency Services, LLC, 740 Museum Drive, Mobile, Alabama, 36608 hereafter CONTRACTOR.

WHEREAS, the parties entered into an agreement for disaster recovery services on February 13, 2002; and

WHEREAS, that agreement has previously been amended on September 17, 2003, November 16, 2005, and March 15, 2005; and

WHEREAS, CONTRACTOR has been selected through a Request for Statement of Qualifications process to provide disaster recovery services specifically for marine debris; now therefore,

IN CONSIDERATION of the mutual promises and conditions contained herein, the parties agree as follows:

Section 1. SCOPE. The Agreement between the COUNTY and CONTRACTOR, as previously amended, is hereby amended to include the attached additional Scope of Work and shall be appended to the existing Agreement Scope of Work found in Exhibit A of the existing Agreement. This additional Exhibit shall be identified as Exhibit A1. There are three components to Exhibit A1, trap debris, canal debris, and vessel and other offshore debris removal. The County will provide a notice to proceed based on discussions with FEMA and specific determinations of eligibility.

WITNESSED AND SIGNED:

Section 2. PAYMENT. The Agreement between the COUNTY and the CONTRACTOR is hereby amended to include the additional attached Fee Schedule and shall be appended to the existing Agreement Fee Schedule found in Exhibit B of the existing Agreement. This additional Exhibit shall be identified as Exhibit B1. Payment for task undertaken as provided in Exhibit A1 shall be made in accordance with the unit costs established in Exhibit B1.

Section 3. FUTURE AMENDMENT. Modifications to the existing Agreement and this Amendment to the Agreement shall be in accordance with Article 20 of the Agreement. It is anticipated that fees will change and may be modified through amendment based on changing real costs.

Section 4. ALL OTHER TERMS OF THE AGREEMENT. All other provisions of the Agreement dated February 13, 2002, as amended on September 17, 2003, November 16, 2005, and March 15, 2006, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

Attest: **DANNY L. KOLHAGE, CLERK**

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By _____
Deputy Clerk

By _____
Mayor/Chairman

(SEAL)

DRC EMERGENCY SERVICES, LLC

Attest:

By _____

By _____

Title _____

Title _____

EXHIBIT A1

SCOPE OF WORK FOR MARINE DEBRIS Lobster traps, Marine Debris, and Abandoned Vessels

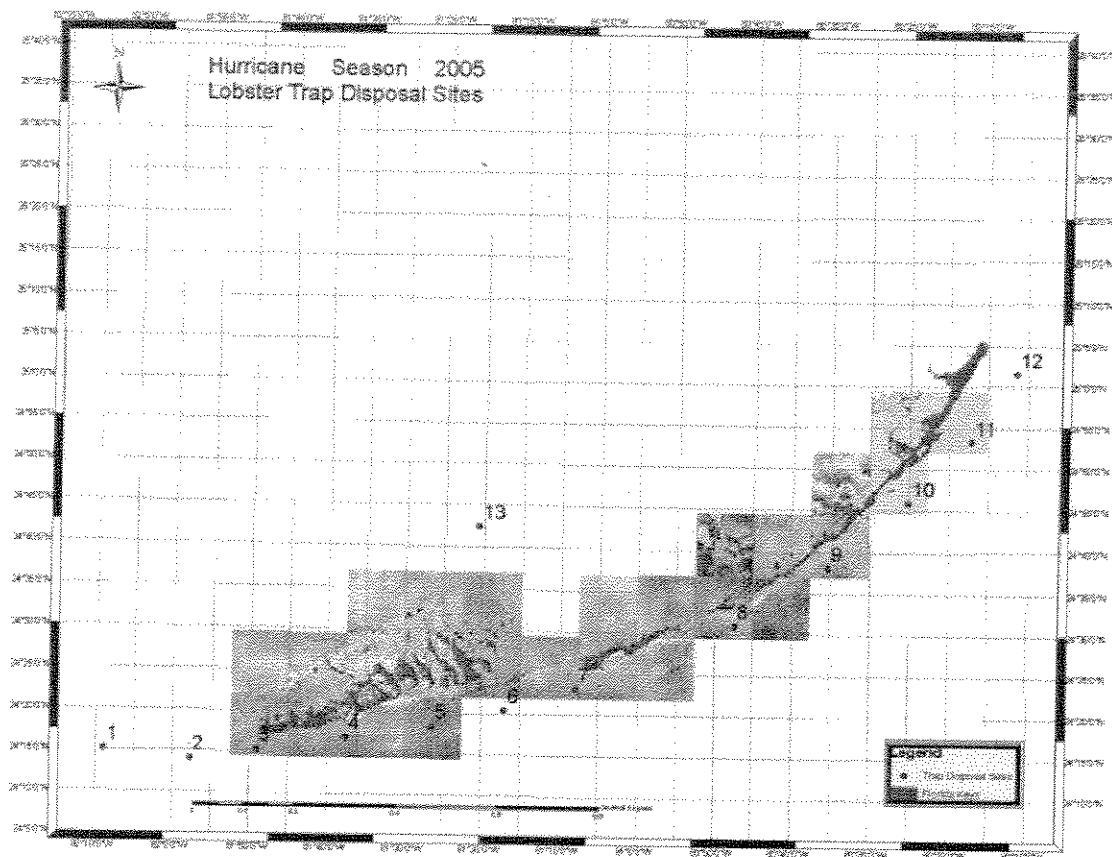
Lobster Trap Removal

DRC will be responsible for managing the removal and disposal of lobster traps destroyed or substantially damaged as the result of the 2005 and subsequent hurricane seasons within the life of the Agreement; to include the identification of locations in the water of where significant trap debris exists, working with the Monroe County Commercial Fisherman (MCCF) or other entities as appropriate to locate, remove, and dispose of traps, and oversight of field monitoring, and billing for the project.

Detailed Responsibilities:

- DRC will be responsible for locating appropriate Temporary Debris Sites and Reduction Sites
- DRC will provide management and oversight for County designated temporary debris sites to manage trap line, funnels, and buoys prior to appropriate disposal. Sites can be at fish houses or commercial fishing related facilities. Disposal sites for wood and concrete portions of traps will be as follows – various County designated offshore sites in the Gulf and Atlantic Ocean.

Site ID	Estimated Depth (Feet)	Latitude	Longitude
01	40	24.51244	-82.14985
02	33	24.49513	-81.96367
03	31	24.51528	-81.82093
04	28	24.54376	-81.62800
05	40	24.56686	-81.44104
06	43	24.60182	-81.28612
07	39	24.64480	-81.13454
08	27	24.77655	-80.78988
09	14	24.89500	-80.58864
10	23	25.02491	-80.41809
11	26	25.14859	-80.28529
12	34	25.28558	-80.18986
13	20	24.96675	-81.34483



- Determine locations of significant lobster trap debris in an area from Key West to Key Largo and the Monroe County portion of the "Eighteen Mile Stretch," to include municipalities. No effort should be made to assess the area within the bounds of Everglades National Park. Assessment of debris locations should not extend beyond ½ mile further toward the ocean or gulf from the islands connected by U.S. highway 1, unless there are known shallow water flat areas which may harbor trap debris. In addition, a less detailed assessment of the existence of lobster trap debris should be completed for the area ten miles (plus or minus) west of Key West.
- Traps to be removed will include only those that have washed up on shallow water "flats" in the Keys or which otherwise exist in the near shore environment of the Keys and are tangled with other trap material (trap lines particularly); such that these traps cannot be construed as being active or functional for "fishing."
- DRC will provide supervision and project oversight as required by FEMA, the State of Florida, and the County in conjunction with County staff and/or a monitoring firm employed by the County. Monitoring will include determination of actual trap removal counts of complete or partial traps and coordination with FEMA, the State of Florida, or Monroe County for verification of such counts.

- Monroe County will maintain an independent monitoring team representing the County as the project applicant.
- DRC will be responsible for the management of all project expenses and billing documentation as will be required by FEMA, the State of Florida, and the County
- DRCa through separate sub-contract(s) will accept the assistance of any other valid, qualified contractor as needed to assist in this project. DRC, Inc. reserves the right to solely determine if the sub-contractor in question is qualified to participate in this project.

Canal and Near Shore Debris Clean-up

DRC will be responsible for managing the removal and disposal of marine debris in manmade canals which has resulted from the impacts of the 2005 and subsequent hurricane seasons within the life of the Agreement. Efforts are to include the identification of locations in the water of where significant marine debris exists, contracting with local marine contractors to, locate, remove, and dispose of marine debris, and oversight of field operations for the project.

Detailed Responsibilities:

- DRC will be responsible for locating appropriate Temporary Debris Sites and Reduction Sites
- Management and oversight of County designated temporary debris sites for storage of marine debris prior to appropriate final disposal.
- Determine locations of marine debris in manmade canals within an area to include Key West to Key Largo and the Monroe County portion of the "Eighteen Mile Stretch," to include the municipalities. The definition of manmade canal shall be that found in the Monroe County Code of Ordinances as follows:

Man-made water body means a water body that was created by excavation by mechanical means under human control and shall include a canal, cut basin, or channel where its edges or margins have subsequently been modified by natural forces (See Definitions, Chapter 9.5-4 (M-4).

(1) For the purposes of this chapter, such water bodies may have natural components, for instance a channel or canal may have been dredged such that the dredge material was used to create land on one side, but not the other, thus leaving a relatively natural shoreline on the opposite side.

(2) Also for the purposes of this chapter, the man-made water body must have "*Buildings*," as defined in Chapter 9.5-4 (B-9), along its shoreline to be applicable. If buildings are not present on a given shoreline on the date of adoption of this ordinance, but such buildings are constructed at a later date, then this ordinance becomes effective at that time.

- Assess total potential volume or appropriate metric (linear feet of canal, tons, etc.) for the amount of marine debris likely to be removed and disposed of. Marine debris should include such material that is visible on or just under the waters surface and that would cause a hazard to safe navigation or be a potential risk to human health if not removed.

Such marine debris should not be debris attached to personal property unless permission is provided to remove such debris. An effort should be made to contact a property owner to obtain permission to remove material that is obviously debris, but which may be tied or otherwise affixed to land for reasons of maintaining clear navigation.

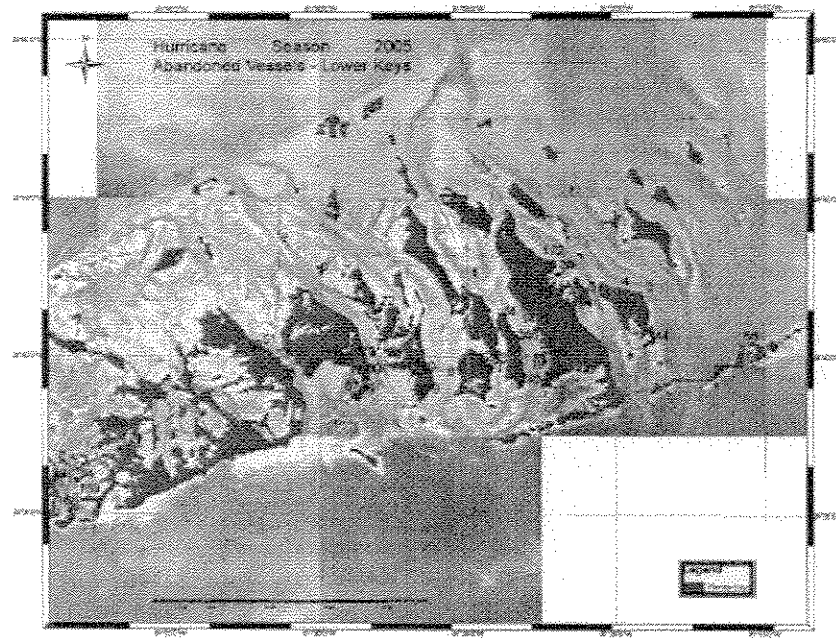
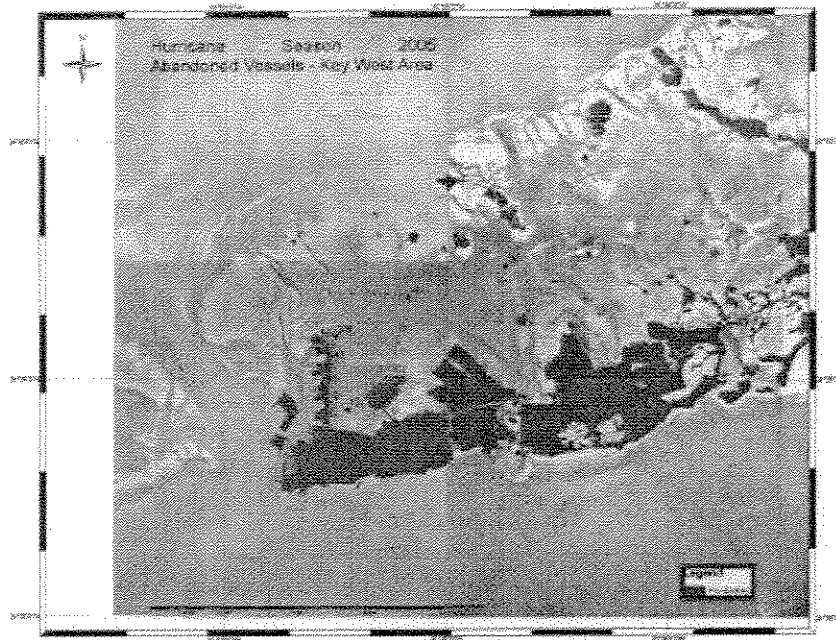
- Complete Contracts for Service with local marine contractors to remove debris from manmade canals located in the project work area.
- DRC will provide supervision for project oversight efforts as required by FEMA or the Natural Resources Conservation Service (NRCS) (U.S. Department of Agriculture), the State of Florida, and the County in coordination with County staff and/or a monitoring firm employed by the County.
- Monroe County will maintain an independent monitoring team representing the County as the project applicant.
- DRC will be responsible for the management of all project expenses and billing documentation as will be required by FEMA or NRCS, the State of Florida, and the County

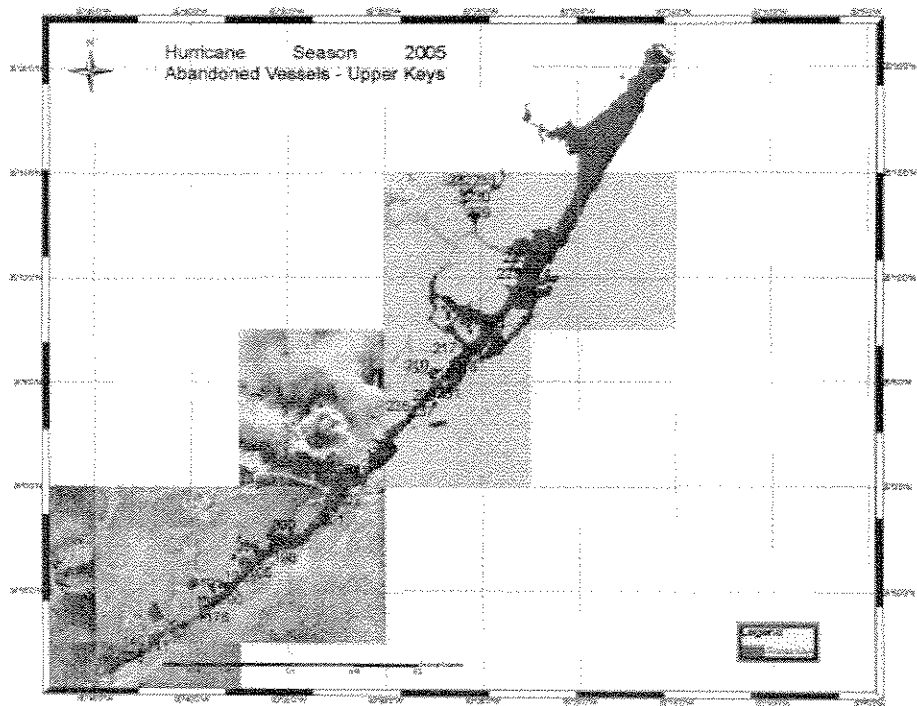
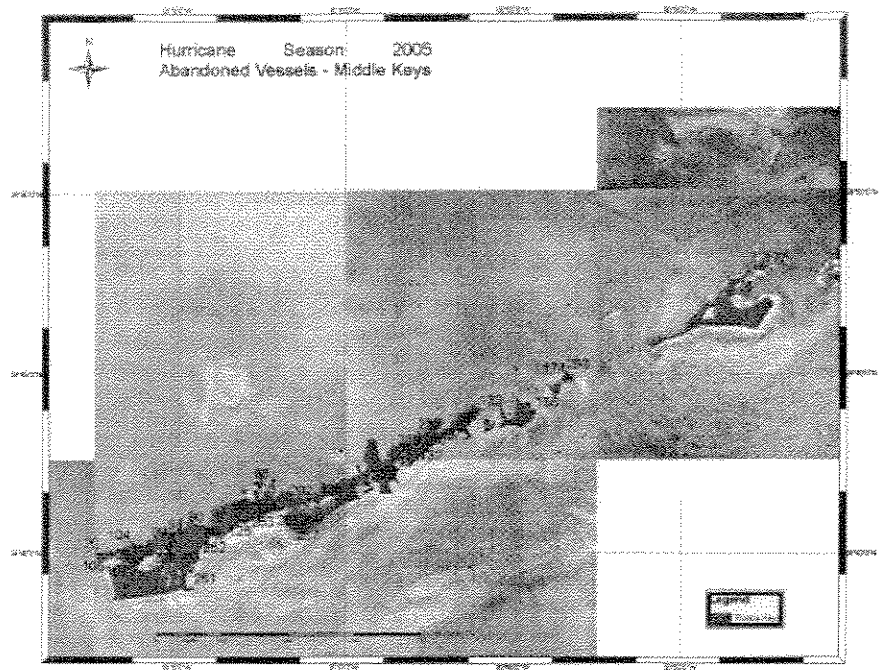
Abandoned Vessel Recovery and Disposal

DRC will be responsible for managing the removal from the water, impound and auction or disposal, of abandoned vessels surrounding the Florida Keys which are largely, but not exclusively, the result of impacts of the 2005 and subsequent hurricane seasons within the life of the Agreement. Efforts are to include the detailed cost assessment for the removal of larger vessels which are located in shallow waters and are hard aground. Work will also include obtaining necessary salvage approvals through applicable state and federal agencies, including the Florida Keys National Marine Sanctuary, the United States Coast Guard, the U.S. Fish and Wildlife Service, and the Florida Fish and Wildlife Conservation Commission.

Detailed Responsibilities:

- DRC will be responsible for locating appropriate Temporary Debris Sites and Reduction Sites
- Determine current locations of remaining abandoned vessels and determine the least costly approach for salvage or disposal as appropriate. Maps provided show approximate location of vessels after Hurricane Wilma. Additional information may be available concerning their current disposition.
- In the event of future storms and similar impacts, staff will work with DRC / Cahaba to locate and map vessels and other marine debris post each event. Such products will supplant the maps provided herein.





- Management and oversight of County designated temporary debris sites for storage of marine debris prior to appropriate final disposal.
- Assess total potential value of the removal operation whether by means leading to disposal or by means appropriate for salvage and sale for cost.
- Work with local, state, and federal agencies to approve salvage plans for vessels that are located on sensitive marine or wetland resources, including shallow water seagrass areas and mangrove communities.
- Prior to ultimate removal from the marine environment, reach agreement with local, state, and federal agencies on which abandoned vessels will be "eligible" under FEMA's eligibility guidelines.
- Prior to ultimate removal from the marine environment, reach agreement on which vessels will be removed for disposal and which will be removed to a holding site for cost recovery through sale to an original owner or auction.
- DRC will provide supervision for project oversight efforts as required by FEMA and the County in conjunction with County staff and/or a monitoring firm employed by the County.
- Monroe County will maintain an independent monitoring team representing the County as the project applicant.
- DRC a will be responsible for all project oversight where salvage plans have been applied for and approved and necessary salvage criteria or constraints are imposed by approving agencies.
- DRC a will be responsible for the management of all project expenses and billing documentation as will be required by FEMA and the County

EXHIBIT B FEE SCHEDULE FOR MARINE DEBRIS

Trap Debris

<u>Labor / Vessel Costs/trap</u>		<u>Fuel Costs/trap</u>
<u>Flats</u>	<u>Channels</u>	<u>Flats / Channels</u>
\$36.50	\$29.20	\$5

Tipping fees for final disposal of trap material being brought to land will be a pass through cost of \$13.00/cubic yard of material.

* Assumptions:

1. Concrete and wood will be disposed of at designated sites on the water, thus per unit cost is based on delivery of material to these sites and not to temporary land based sites for transportation to a permanent disposal area.
2. Trap line, trap funnels, and buoys are to be disposed of at appropriate land-based disposal sites.
3. Cost figures assume fuel costs of \$250 per day and a trap retrieval rate of 50 traps per day to obtain cost of \$5 in fuel per trap, regardless of whether working on the flats or in deeper channels up to 10 mile from land.
4. A modified fuel allowance may be required for the area west of Key West.
6. Assumes that 4 traps equate to 1 cubic yard of material
7. Assumes that partial traps will be billed at ½ trap and at ½ the cost noted above, exclusive of fuels costs and tipping fees.
8. Changes in assumptions may cause additional cost negotiations

Canal Debris

Labor Costs for Canal Debris Removal

C & D debris removal from canals. \$22.60 per linear foot

Vegetative debris removal from canals. \$22.60 per linear foot

Pre sonar only \$4.50 per linear foot if no substantial debris removal is necessary.

* C & D and Vegetative Pricing includes pre and post sonar scans of canal

* Load and haul to TDSRS, TDSRS management and haul out pricing will be based on current debris contract with Monroe County.

* Tipping fees for final disposal of all canal/waterway debris brought to land will be a pass through cost to be determined upon designation of final disposal facilities.

Vessel and Other Open Water Marine Debris

Labor and Cost of boat and vessel removal

Boats/Vessels retrieved from the mainland by means of various equipment. No water equipment.

\$385.00 per linear foot of vessel

Boats/Vessel retrieved from water by means of various equipment, including barges, cranes, boats, etc.

Salvageable \$460.00 per linear foot of vessel

Non Salvageable \$395.00 per linear foot of vessel

Boats/Vessels retrieved by means of aircraft.

\$1115.00 per linear foot of vessel

Water based marine debris (**) offshore collection and transport to offloading site:
220.00 / cubic yard (***).

Per day fees for storage/dockage of boats/vessels.

\$19.40 per unit/daily

Price to remove and dispose of "Lady Luck" casino vessel (if and when authorized) will be:

\$630,000.00

Price to remove and dispose of "Legacy" (if and when authorized) will be:

\$3,150,000

* Haul out pricing will be based on current debris contract with Monroe County and Tipping fees for final disposal of all canal/waterway debris brought to land will be a pass through cost to be determined upon designation of final disposal facilities.

** Vessels are not considered to be marine debris and will be billed by the linear foot.

*** Can also be negotiate on a lump sum basis per location of debris.